

United States District Court

FOR THE

DISTRICT OF

NEW MEXICO

MAR 05 1998

UNITED STATES OF AMERICA

v.

AGREEMENT TO FORFEIT PROPERTY
 CLERK

RICARDO MENDEZ

Case Number: 98-1106 m

Defendant

I/we, the undersigned, acknowledge pursuant to 18 U.S.C. § 3142(c)(2)(K) in consideration of the release of the defendant that I/we and my/our personal representatives jointly and severally agree to forfeit to the United States of America the following property: **Lot numbered Forty-seven (47) in Block numbered Eleven (11) of Skyview West Addition to the City of Albuquerque, New Mexico, as the same is shown and designated on the Amended Plat thereof, filed in the office of the County Clerk of Bernalillo County, New Mexico, on March 7, 1973,**

and there has been posted with the court the following indicia of my/our ownership of the property:

(See attached Warranty Deed)

I/we further declare under penalty of perjury that I am/we are the sole owner(s) of the property described above and that the property described above is not subject to any lien, encumbrance, or claim of right or ownership except my/our own, that imposed by this agreement, and those listed below:

and that I/we will not alienate, further encumber, or otherwise willfully impair the value of my/our interest in the property.

The conditions of this agreement are that the defendant RICARDO MENDEZ

(name)

is to appear before this court and at such other places as the defendant may be required to appear, in accordance with any and all orders and directions relating to the defendant's appearance in this case, including appearance for violation of a condition of defendant's release as may be ordered or notified by this court or any other United States Court to which the defendant may be held to answer or the cause transferred. The defendant is to abide by any judgment entered in such matter by surrendering to serve any sentence imposed and obeying any order or direction in connection with such judgment.

It is agreed and understood that this is a continuing agreement (including any proceedings on appeal or review) which shall continue until such time as the undersigned are exonerated.

If the defendant appears as ordered or notified and otherwise obeys and performs the foregoing conditions of this agreement, then this agreement is to be void, but if the defendant fails to obey or perform any of these conditions, the property described in this agreement shall immediately be forfeited to the United States. Forfeiture under this agreement for any breach of its conditions may be declared by any United States District Court having cognizance of the above entitled matter at the time of such breach, and if the property is forfeited and if the forfeiture is not set aside or remitted, judgment may be entered upon motion in such United States District Court against each debtor jointly and severally for forfeiture of the property together with interest and costs, and execution may be issued and the property secured as provided by the Federal Rules of Criminal Procedure and any other laws of the United States of America.

This agreement is signed on March 5, 1998 at Albuquerque, New Mexico
 (date) (place)

Defendant	<u>RICARDO MENDEZ</u>	Address	<u>224 Paseo Del Volcan Sp. 618, Alb., NM 87121</u>
Owner(s)/	<u>ELSA DELGADO</u>	Address	<u>412 Judith SW, Alb., NM 87121 (505) 836-4986</u>
Obligor(s)	<u>SS# 456-45-4945</u>	Address	
	<u>SS# 450-39-6651</u>	Address	
		Address	

Signed and acknowledged before me on

March 5, 1998
 (date)

Deputy
 Judicial Officer/Clerk

Approved:

(Judicial Officer)

WARRANTY DEED

I ELSA DELGADO

_____, for consideration paid, grant _____
to Clerk, United States District Court

whose address is 500 Gold SW, Albuquerque, NM 87102

the following described real estate in Bernalillo County, New Mexico:

Lot numbered Forty-seven (47) in Block numbered Eleven (11) of Skyview West Addition to the City of Albuquerque, New Mexico, as the same is shown and designated on the Amended Plat thereof, filed in the office of the County Clerk of Bernalillo County, New Mexico, on March 7, 1973.

Subject to that Certain Mortgage to Southwest Mortgage company, executed by Marvin F. Callahan and Janelle M. Callahan, husband and wife, dated August 28, 1987, filed August 28, 1987 in Book MD 928A, page 195, as Document No. 87-40838, records of Bernalillo County, New Mexico, subsequently assigned to GMAC Mortgage Corporation, which Mortgage the Grantees herein assume and agree to pay.

Subject to reservations, restriction and easements of record and to property taxes for the current year and all subsequent years.

with warranty covenants.

Witness my hand _____ and seal _____ this 5th day of March, 19 98.
Elsa Delgado (Seal) _____ (Seal)
ELSA DELGADO (Seal) _____ (Seal)

ACKNOWLEDGEMENT FOR NATURAL PERSONS

STATE OF NEW MEXICO)
) ss.
 COUNTY OF Bernalillo)

This instrument was acknowledged before me on March 5, 19 98.
 by Roxanne Diltz, Deputy Clerk, United States District Court
Roxanne Diltz NOTARY PUBLIC

My commission expires: _____
 (Seal) PURSUANT TO RULE 28 USC 953
 as a person authorized by law to

ACKNOWLEDGEMENT FOR CORPORATION

STATE OF NEW MEXICO)
) ss.
 COUNTY OF _____)

This instrument was acknowledged before me on _____, 19____,

by _____ (NAME OF OFFICER)

_____ of _____ (CORPORATION ACKNOWLEDGMENT)
 (TITLE OF OFFICER)

a _____ corporation, on behalf of said corporation
 (STATE OF INCORPORATION)

My commission expires: _____ NOTARY PUBLIC
 (Seal)

FOR RECORDER'S USE ONLY asminster oaths